BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-II SECTION-GCC
GENERAL TERMS AND CONDITIONS
Enq No CEE/ BMANZ/ SEE (O)/AEE-1/23-24/Enq No-02 Call-4 Dt:

03.07.2023

Definitions:

a) '**The Contract**' means the **Agreement** entered into between Owner/Employer and Agency/Bidder as per the Contract Agreement signed by the Parties including all attachments, annexures and appendices there to and all Documents incorporated by reference therein.

b) '**Owner/Employer/Employer**' shall mean the **Bangalore Electricity Supply Company Limited (BESCOM)** and shall include their Legal Representatives, Successors and Assigns.

c) '**Agency/Bidder**' or '**Agency**' shall mean the **Bidder** whose Bid will be accepted by the **Owner/Employer/Employer** for the Award of the Works and shall include such successful Bidder's Legal Representatives, Successors and Permitted Assigns.

d) '**Specifications**' shall mean the Technical Specifications and Requirements of the Bidding Document forming a Part of the Contract and such other Schedules and Drawings as may be mutually agreed upon.

e) The term '**Contract Price**' shall mean the Lump Sum Price comprised of Unit Price quoted by the Agency/Bidder (including applicable taxes) in his Bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire Scope of the Works.

f) Void

g) **'Notice of Award of Contract'/'Letter of Award /Letter of Intent'** shall mean the Official Notice issued by the Owner/Employer notifying the Agency/Bidder that his Bid has been accepted.

h) '**Date of Contract**' shall mean the date on which Notice of Award of Contract/ Letter of Award has been issued.

i) **'Month'** shall mean the Calendar Month. **'Day'** or **'Days'** unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each. '**A Week'** shall mean continuous period of Seven (7) Days.

j) '**Writing**' shall include any Manuscript, Type Written, Computer Generated or Printed Statement, under or over Signature and/or Seal, as the case may be.

k) Words imparting the **Singular only** shall also include the **Plural** and vice-versa where the Context so requires.

l) Words imparting **'Persons'** shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

m) **"Bidding Documents"**: Means Information & Instructions, General Conditions of Contract, Technical Specifications, Drawings and other Annexures included in Sections ITB, GCC, TS.

1.0 In the interest of BESCOM services, the total requirements of Providing 84 numbers of manpower services to Fast Track Helpline DESK (FTNC) on contract basis to [C,O&M] sub-divisions of North & East Circle in BMANZ, BESCOM, Bangalore. However any changes will be as per the provisions of KTPP Act.

2.0 Minimum Qualification and knowledge required for manpower services.

Sl.No	**Name of the manpower**	**Minimum Qualification required**	**No's**	**Wages(inclusive of VDA) per person per month**
1	Project Engineer	Candidate having Engineering degree with computer knowledge.	28	17,656.60
2	Receptionist	Candidate having any degree with computer knowledge and good communication skills.	28	16254.47
3	Data entry operator	Candidate having Diploma degree with computer knowledge.	28	17502.44

a. The above manpower personnel shall work as per the directions of the office head.

b. The candidate provided shall be able bodied, physically fit and mentally sound, well trained and disciplined

c. Should be aged between 18 to 45 years.

d. Knowledge of Kannada & English is a must.

e. They shall be able to work after office hours also.

f. The bidder have to quote the wages per person not lesser than the amount specified above.

3.0 The Contract agency which is providing manpower services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

4.0 Services Required by the Client:

4.1 The Agency shall be providing manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

4.2 BESCOM shall pay the charges as agreed between the Client and the Agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

4.3 The Agency shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Agency that the work is executed in all respects in accordance with the Agency's obligations.

4.4 The agency should meet all the medical expenses of outsource employees for which agency should have the Medical/Accident insurance policy for its employees.

5.0 Agency's Obligations:

5.1 The Agency shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The agency shall abide by such assignments as provided by the Client from time to time.

5.2 The Agency shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the agency only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Agency.

5.3 The agency shall submit to Client, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

5.4 The agency shall produce to the client, the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

5.5 BESCOM shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the agency reserves the right to remove any personnel with prior intimation to the BESCOM, emergencies, exempted.

5.6 The agency shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

5.7 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

5.8 The agency shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

5.9 The agency shall issue identity cards / identification documents to all its employees who will be instructed by the Agency to display the same.

5.10 The personnel of the Agency shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them known about this position in writing before deployment under this agreement.

5.11 The agency shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Agency shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

5.12 The agency shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Agency quarterly.

5.13 The agency shall submit a copy of wages sheet showing monthly wages paid to its personnel.

5.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

5.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

5.16 The agency shall not employ any person below the age of 18 years old.

5.17 Manpower so engaged shall be trained for providing services.

6.0 Agency's Personnel:

6.1 The Agency shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the

agency under the Contract and to provide full attention for executing the work thereof.

6.2 The agency shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The agency shall also keep informing the Client of any change in its organization or its personnel

6.3 The personnel engaged by the agency shall be dressed in neat and clean uniform (including proper ID cards).

7.0 Agency's Liability:

7.1 The Agency shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the manpower services to the BESCOM.

7.2 The Agency shall not be liable in any way whatsoever and the BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly.

Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks.

Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Agency or any of its employees engaged in the provision of manpower Services to the Client.

7.3 The Agency shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the Agency contravening this condition, Client shall be entitled to place the contract elsewhere on the Agency's risk and cost, and the Agency shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

8.0 BESCOM Obligations:

8.1 Except as expressly otherwise provided, the BESCOM shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable agency's employees to carry out the Services.

8.2 The BESCOM shall comply with and fulfill the recommendations (if any), if deemed necessary, made in writing by the Agency in connection with the performance of the Services. The BESCOM shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or agents in connection with the Services as soon as possible after the BESCOM becomes aware of them.

8.3 To enable the Agency to provide the manpower services, the BESCOM shall ensure that their staff is available to provide such assistance.

8.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry of the contract. The Client does not recognize any employee, employer's relationship with any of the workers of the Agency.

9.0 The Contract agency, which is providing manpower services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

10.0 The Agency shall ensure satisfactory standards by his staff posted and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such staff has to be replaced at the request of local officers by the Agency.

11.0 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

12 Supervision:-

Agency shall take the responsibility of inspecting their manpower on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the manpower services provided.

13 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous manpower at the designated locations.

The Agency shall make arrangement to provide weekly holidays and other holidays to manpower posted on duty by making alternate arrangements**.**

14 Use of Contract Documents and Information:

a) The Agency/Bidder shall not, without the Owner/Employer's prior written consent, disclose the Contract, or any provision thereof, or any Specification, or Information furnished by or on behalf of the Owner/Employer in connection therewith, to any Persons other than a Person employed by the Agency/Bidder in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

b) The Agency/Bidder shall not, without the Owner/Employer's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

c) The Agency/Bidder shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the Owner/Employer.

15 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the Manpower, under any circumstances.

16 Mode of payment:-

a) The successful bidder/agency shall submit pre-receipted bill in duplicate with certification from the O&M sub-divisional AEE (El), duly countersigned by the concerned Circles Superintending Engineer, Elec., for satisfactory completion of the work for payment of remuneration, of the Staff to the Chief Engineer (Electy), C,O&M,

BMANZ, BESCOM before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

b) It is mandatory that, the agency shall make the payment to its employees within 8th of the every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

17 The Tenderer shall pay the salary to manpower as per the "Minimum Wages Act 1948" and also it should be ensured that the salary paid should not be lesser than as per prevailing "Minimum Wages".

18 The Agency shall arrange to pay EPF, ESI, and Service tax in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to PF/ESI, employee's share and employers share shall be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

19 The payment shall be restricted to the no. of manpower services availed during that particular month

20 Selected Manpower shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by Manpower during office hours.

21 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a. Minimum Wages Act, 1948.
b. Payment of Wages Act, 1936.

c. Contract Labour (Regulation and Abolition) Act, 1970.
d. Employees PF and Miscellaneous Provision Act, 1952.
e. Employees State Insurance Act, 1948.
f. Payment of Bonus Act, 1965.
g. Workmen's Compensation Act
h. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

Any default in compliance, agency shall be held responsible.

22 For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

23 **Agreement:-** The successful Tenderer shall furnish an agreement on Rs.200/- stamp paper in the prescribed format within 15 days from the date of LOI. The Successful Tenderer shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of LOI. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

24 The Successful Tenderer shall submit the monthly bill in duplicate with authenticate seal and signature for payment.

25 The Tenderer shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register
b. Attested copy of challan consisting details of EPF/ESI and Service Tax paid during previous month to the respective Govt/Central authorities along with the Employees details.
c. Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.

d. Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
e. Copy of Service Tax paid in the format ST-3 and TR-6.

26 The manpower engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

27 In case of any accidents, injuries etc to the engaged manpower of the agency, if any compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

28 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

29 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

30 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Agency shall not be entitled to any other allowances or benefits which are not included in the contract.

31 Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on

account of such acts to BESCOM shall be borne entirely by the agency itself.

32 This contract is for a period of one year. Incase of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

33 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

34 The Chief Engineer (Electy), C,O&M, BMANZ ,BESCOM, has full rights to accept or reject the offers.

35 In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Managing Director, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Agency and the engaged manpower, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

36 Staff provided by Contract Agency is not entitled for any permanency benefit in BESCOM.

37 The bidder shall quote the wages and service charges along with the statutory payments separately.

38 **Termination of Contract**: The Contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the Agency will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to manpower within the time specified above under respective clause.
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

39 **Penalty**: In case the agency fails to provide the services of manpower from the date of contract order, a penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable had they been provided will be deducted from the amount to be paid to the Agency for the delayed deployment of manpower's to the offices of O&M Circles of BMAZ, BESCOM, Bangalore.

40 **Risk and Cost Service**: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week's notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be

liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

41 **Validity:** The validity of this offer shall not be less than 180 days from the date of Bid opening. This shall be clearly stated in the Bid.

42 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

43 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

44 The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

45 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

46 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

47 **Contract Period:** period of Contract is for one year from the date of contract order

48 **SECURITY DEPOSIT**:

a) The Security deposit shall be paid within two weeks from the date of the contract order or shall be along with the acknowledgement for

having received the Contract order. The bidder shall pay Security Deposit against Performance in the form of Bank guarantee equal to 5% of the total contract value (of total number of manpowers engaged) payable to BESCOM. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contact order will be cancelled.

b) The service contract becomes effective from the date of contract order, which shall be valid for a period of six months. BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

c) The mode of payment of Security Deposit is as follows:

i. If the amount of Security Deposit payable is Rs.10,000/- and less, the same shall be payable by Cash or Demand Draft.

ii. If the amount of Security Deposit payable is more than Rs.10,000/- it shall be payable in the form of Bank Guarantee issued by a Scheduled Commercial Bank.

iii. In case of furnishing Bank Guarantee, the same must be sent to us directly by the Banker.

iv. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Purchase Order will also be cancelled.

v. The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

49 Liability for Accidents, injure, illness etc: The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any security personnel deployed by the Agency during the course of duties. The Agency shall be solely responsible for all such happenings.

50 Compensation for losses due to thefts and pilferages: In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building due to the Agency's personnel, the agency shall

compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the agency personnel such amount as mentioned above shall be deducted from the agency bill and or any other amount as may be due to him. BESCOM shall lodge complaint with the jurisdictional police regarding such an occurrence. The agency shall also investigate into the matter and communicate the result of such investigation to the BESCOM. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the company or police, the cost of such property shall be refunded to the agency, if already recovered by him less the cost of damages to such property as assessed by the BESCOM. Restoration of such property from police or courts shall be the responsibility of the agency.

51 Based on the performance, BESCOM may extend the contract for another period for up to three months as per the KTPP norms at the same terms and conditions.

Sd/-

Chief Engineer (Electy),
C, O&M, BMANZ, BESCOM